

EXHIBIT 6

AFRICAN GLOBAL CAPITAL II, L.P.

**AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT**

Dated October 1, 2008

THE LIMITED PARTNER INTERESTS (THE “INTERESTS”) OF AFRICAN GLOBAL CAPITAL II, L.P. HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND ARE SUBJECT TO SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY. INTERESTS MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS AND ANY OTHER APPLICABLE SECURITIES LAWS AND THE TERMS AND CONDITIONS OF THIS PARTNERSHIP AGREEMENT, INCLUDING SECTION 10.1(a) HEREOF. THEREFORE, PURCHASERS OF INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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AFRICAN GLOBAL CAPITAL II, L.P.

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of African Global Capital II, L.P., a Cayman Islands exempted limited partnership, (the “Fund”) acting through its general partners, is executed and delivered as a deed on October 1, 2008, by and among African Global Capital GP II, Ltd., as a general partner of the Fund (the “Managing General Partner”), African Global Capital GP II, L.P., a Cayman Islands exempted limited partnership, as a general partner of the Fund (the “Founding General Partner”, together with the Managing General Partner, the “General Partners” and each of the Founding General Partner and the Managing General Partner, a “General Partner”) acting through its general partner, the Initial Limited Partner and the Persons listed in the Cayman Register (as amended or supplemented from time to time) as limited partners of the Fund. Capitalized terms used herein without definition have the meanings specified in Section 1.1. References herein to the Fund shall, wherever the context requires, mean the Managing General Partner acting in its capacity as general partner of the Fund on behalf of the Fund.

RECITALS:

WHEREAS, the Fund is an exempted limited partnership registered under the Partnership Law pursuant to a Statement filed with the Registrar of Exempted Limited Partnerships in the Cayman Islands on May 8, 2008 (the “Statement”) and since its formation has been governed by the Limited Partnership Agreement of the Fund, dated May 8, 2008 (the “Original Agreement”); and

WHEREAS, the General Partners, the Initial Limited Partner and the Limited Partners admitted on the date hereof desire to amend and restate the Original Agreement in its entirety and to enter into this Agreement;

NOW, THEREFORE, the parties hereto hereby agree to continue the Fund and hereby amend and restate the Original Agreement, which is replaced and superseded in its entirety by this Agreement, as follows:

ARTICLE I

GENERAL PROVISIONS

1.1 Definitions. As used herein the following terms have the meanings set forth below:

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“Actively Invested Capital” shall mean, with respect to any Limited Partner as of any date, an amount equal to the Capital Contributions of such Limited Partner reduced by (i) the sum of any distributions received by such Limited Partner pursuant to Section 6.3(a) with respect to the Capital Contributions of such Limited Partner used to fund the cost (and Organizational Expenses, Priority Profit Share and other Fund Expenses allocated to each Portfolio Investment as reasonably determined by the Managing General Partner) of each Portfolio Investment disposed of and (ii) the Capital Contributions of such Limited Partner that were used to fund the cost of Portfolio Investments that have a Value equal to zero.

“Additional Payment” shall have the meaning set forth in Section 10.2(b).

“Adjustment Date” shall mean the last day of each Fiscal Year and any other date that the Managing General Partner determines in its sole discretion to be appropriate for an interim closing of the Fund’s books.



“Advisers Act” shall mean the U.S. Investment Advisers Act of 1940, as amended from time to time, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

“Advisor” shall mean African Management Limited, a Guernsey limited company that will provide investment advisory services to the Managing General Partner in respect of the Fund.

“Advisory Agreement” shall mean the investment advisory agreement relating to the Fund between the Advisor and the Managing General Partner, under which the Advisor shall provide investment advisory services to the Managing General Partner as provided therein, and any successor agreement thereto.

“Advisory Committee” shall have the meaning set forth in Section 3.7(a).

“Advisor Expenses” shall mean the costs and expenses incurred by the Advisor in obtaining sub-advisory services from the Sub-Advisors, but not including Organizational Expenses or Fund Expenses.

“Affiliate” shall mean, with respect to any specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified, *provided* that Portfolio Companies (and portfolio companies of any Alternative Investment Funds), the Fund, Related Investment Funds, Och-Ziff and its Affiliates shall be deemed not to be “Affiliates” of the General Partners, the Advisor, the Sub-Advisors or the Fund.

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REMAINDER OF DOCUMENT OMITTED